

**Procedural Guide
for the
URBAN RECREATIONAL AND CULTURAL
CENTERS, MUSEUMS, AND FACILITIES FOR
WILDLIFE EDUCATION OR
ENVIRONMENTAL EDUCATION PROGRAM**

under the

**Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal
Protection Bond Act of 2000**



**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**



May 2001

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I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These are defined in the Definitions Section below.

Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

“Allocation” means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

“Applicant” means an agency or organization requesting funding from a program administered by the Department.

~~**“Application”** means the application form and supporting documentation required by a particular program as a prerequisite to execution of a Contract for that program.~~

“Application” means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

“Appropriation” means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

“Bond Act” means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

“CEQA” means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.

“Competitive” means the ~~a~~Allocation of monies for one or more Projects for the ~~acquisition of~~ Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a Competitive process.

“Contract” means an agreement between the Department and Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

“Department” means the California Department of Parks and Recreation.

“Development” means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

“Director” means the Director of the California Department of Parks and Recreation.

“Force Account” means Project work performed by a Grantee’s own work force.

“Grantee” means an Applicant who has a Contract for grant funds.

“Non-Profit Organization” means an incorporated organization chartered for open non-profit-making activities. (See U.S. Internal Revenue Service Code, Section 501(C)(3).

“Project” means the Acquisition, Development, enhancement, restoration or other activity to be accomplished with grant funds.

“Project Grant Amount” means the amount of grant funds assigned to a specific Project.

“Project Officer” means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

“Project Performance Period” means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

“Project Scope” means the description of the work or activity to be accomplished on the Project.

“Stewardship” means the Development and implementation of Projects for the protection, preservation, rehabilitation, restoration, and improvement of natural systems and outstanding features ~~of the state park system~~ and historical and cultural resources.

“Tenure” means the Applicant ~~holds-owns~~ the ~~land- property~~ or ~~has other- another~~ long-term interest that is satisfactory to the Department. (See Appendix ~~F, pg. 49~~).

“URCC” means Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife or Environment Education Grant Program.

Note: Authority cited: Section 5003, [Public Resources Code](#). References: Sections 5096.308(a), (b), (d) (1), and (j) (1), and 5096.340(a), [Public Resources Code](#).

II. INTRODUCTION

Departmental Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the State's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Departmental Focus

As California edges into the 21st Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

~~The California Department of Parks and Recreation manages more than 260 park units, which contain a diverse collection of some of the finest natural, cultural, and recreational resources in California. These treasures are as diverse as California: from the last stands of primeval redwood forests to vast expanses of fragile desert; from the lofty Sierra Nevada to the broad sandy beaches of our southern coast; and from the opulence of Hearst Castle to the vestiges of colonial Russia.~~

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other non profits, but will also form new partnerships with a broad range of service providers to ensure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of stewardship and enjoyment!

2000 Bond Act Intent

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

Program-URCC Intent and Permissible Uses

The intent of the URCC is to provide funds, on a Competitive basis, to cities, counties, nonprofit organizations, and federally recognized California Indian tribes

to enhance, develop and rehabilitate urban recreational and cultural centers, museums and facilities for wildlife or environmental education in urban areas throughout California.

The funds shall be used for the Development or rehabilitation of real property.

~~The Project proposed shall be operated on lands that are already in public ownership or on lands that will be acquired and used for the Project in conjunction with adjoining public lands.~~

Eligible Projects

Development or rehabilitation of real property consisting of urban recreational and cultural centers, museums, and facilities for wildlife education or environmental education.

The Project proposed shall be operated on lands that are already in public ownership or on lands that will be acquired and used for the Project in conjunction with adjoining public lands.

Priorities

In establishing priorities of projects, the Department shall consider any favorable project characteristics, including, but not limited to, all of the following:

1. The project will interpret one or more important California historical, cultural, economic, or resource themes or an important historical, cultural, economic, technological, or resource theme in a major region of California. Higher priority shall be assigned to projects whose themes are not interpreted in any existing museum or have demonstrable deficiencies in their presentation in an existing museum
2. The project is proposed to be operated on lands that are already in public ownership or on lands that will be acquired and used for the project in conjunction with adjoining public lands
3. Projects that are closely related geographically to the resources, activity, structure, place, or collection of objects to be interpreted, and are close to population centers and access routes
4. Projects that are in, or close to, population centers or are adjacent to, or readily served by, a state highway or other mode of public transportation
5. Projects for which there are commitments, or the serious likelihood of commitments, of funds or the donation of land or other property suitable for the project

Note: An application for a grant for a cooperative museum project shall be submitted jointly by the city, county, or other public agency, an institute of higher learning, or a nonprofit organization that cooperatively is operating, or will operate, the project

Requirements and Important Points—

~~The Applicant should consider the following important points when applying for and managing URGC program funds:~~

- ~~—This is a Competitive program. For a Project to be eligible, a letter of nomination must be submitted to the Department by a member of the Legislature by July 1, 2001. Once the Department receives a nomination, the Department shall forward a Project Application to the nominee. The nominee shall return a completed Project Application to the Department by November 1, 2001.~~
- ~~—Program funds may not be used for the acquisition of real property.~~
- ~~—Grant funds are not available for expenditure until they are appropriated in the state budget and there is a fully executed Contract between the Department and the Grantee.~~
- ~~—The Applicant shall submit one copy of the Project Application.~~
- ~~—Grantees must have a signed Contract within three years from the Appropriations date.~~
- ~~—The Grantee is expected to complete all funded Projects and submit all documentation by eight years from the date of Appropriation. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.~~
- ~~—The Grantee may submit a request for a 10% advance of the total Project amount.~~
- ~~—The Grantee may spend up to 20% of Project funds for costs such as plans, specifications, and documents directly related to administrative costs.~~
- ~~—Applications shall be accompanied by certification from the Applicant's planning agency that the Project is consistent with the park and recreation element of the city or county general plan or the district park and recreation plan and will satisfy a high priority need.~~
- ~~—Every proposed activity to be funded shall be in compliance with CEQA. Evidence of completed CEQA must be submitted with the Project Application.~~
- ~~—Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.~~
- ~~—Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.~~
- ~~—Grant funds may be expended by the Grantee only for Projects on lands owned by or subject to a lease or other interest held by, the Grantee.~~

Requirements and Important Points (continued)

- ~~—For Development Projects, the Applicant must own the land or the land must be subject to a lease or other long-term interest the Applicant holds, as satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Applicant. (See Appendix F)~~
- ~~—Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.~~
- ~~—The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.~~
- ~~—Pursuant to guidelines issued by the Secretary of the Resources Agency, all recipients of funding pursuant to this chapter shall post signs acknowledging the source of the funds. (See Appendix G).~~
- ~~—Projects are subject to audit by the Department for three years following the final payment of grant funds.~~

~~Note: Authority cited: Section 5003, Public Resources Code. References: Sections 5096.301, 5096.307(a), 5096.309, 5096.340(a) and (b), Section 5096.341(a) and (d)(1); 5096.342 (a) and (b), and 5096.343(a), Public Resources Code.~~

III. URCC PROGRAM DESCRIPTION

Amount of Funds Available

\$8,000,000 has been allocated for the URCC program. This program does not require matching funds.

State Administrative Costs

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

Eligible Applicants

Cities, counties, nonprofit organizations, and federally recognized California Indian Tribes.

Cooperative Museum Projects

An Applicant for a grant for a cooperative museum Project shall be submitted jointly by the city, county, or other public agency, an institute of higher learning, or a nonprofit organization that cooperatively is operating, or will operate, the Project.

Nomination and Competitive Process

~~Following is a description of the URCC nomination and Competitive process:~~

- ~~—To be eligible for funding, a Project shall initially be nominated by a Member of the Legislature for study by the Department. Prospective Applicants should contact a Member of the Legislature who will forward a Letter of Nomination to the Office of Grants and Local Services by July 1, 2001.~~
- ~~—When Applicants submit nomination materials to Members of the Legislature, Applicants should include the following information:~~
 - ~~—Project name~~
 - ~~—Requested grant amount~~
 - ~~—Name, address and phone number of Applicant~~
 - ~~—Name and title of Applicant's day-to-day contact~~
 - ~~—Project location~~
 - ~~—Legislative district~~
- ~~—Once the Department has received nominations from members of the legislator, the Department will forward expanded URCC guidelines to Applicants. The URCC guidelines will assist Applicants in submitting complete Project Applications for Competitive ranking by November 1, 2001. The Department shall study each nominated Project and, prior to April 1, 2002, shall submit to the Legislature a prioritized listing and comparative evaluation of all nominated Projects.~~

Note: Authority cited: Section 5003, [Public Resources Code](#). References: Section 5096.340(a), (b) and (e), and 5096.367, [Public Resources Code](#).

IV. IMPORTANT POINTS

The Applicant should consider the following important points when applying for and managing URCC program funds:

- This is a Competitive program. For a Project to be eligible, a letter of nomination must be submitted to the Department by a member of the Legislature by July 1, 2001. Once the Department receives a nomination, the Department shall forward a Project Application to the nominee. The nominee shall return a completed Project Application to the Department by November 1, 2001.
- Program funds may not be used for the acquisition of real property.
- The Grantee may spend up to 25% of Project Grant Amount for non-construction costs, including grants administration, plans, permits, specifications, and CEQA compliance.
- FOR COMPETITIVE PROJECTS ONLY: At the time of application, the Applicant must provide, at a minimum, either a (1) a ~~current~~ notice of exemption filed with the county clerk, or (2) an ~~current and complete~~ initial study with a description of how the applicant will comply with CEQA. The Applicant has one year from the

date of announcement of grant award to complete the CEQA process. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process can be applied to the non-construction cost limits.

- Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- Grantees must have a fully executed Contract within three years from the date of program funds appropriation.
- The Grantee shall complete all funded Projects and submit final documentation by March 1, eight years from the date of Appropriation, to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- For Development Projects, the Applicant must own the land or the land must be subject to a lease or other long-term interest the Applicant holds, as satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Applicant. (See Appendix F, pg. 49)
- Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- Grantee agrees to use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix G, pg. 52).

Note: Authority cited: Section 5003, Public Resources Code. References: Sections 5096.301, 5096.307(a), 5096.309, 5096.340(a) and (b), Section 5096.341(a) and (d)(1); 5096.342 (a) and (b), and 5096.343(a), Public Resources Code.

V. NOMINATION AND GRANT PROCESS

Following is a description of the URCC nomination and Competitive process:

- To be eligible for funding, a Project shall initially be nominated by a Member of the Legislature for study by the Department. Prospective Applicants should contact a Member of the Legislature who will forward a Letter of Nomination to the Office of Grants and Local Services by ~~July 1~~ June 30, 2001.
- When Applicants submit nomination materials to Members of the Legislature, Applicants should include the following information:
 - Project name
 - Requested grant amount
 - Name, address and phone number of Applicant
 - Name and title of Applicant's day-to-day contact
 - Project location
 - Legislative district
- Once the Department has received nominations from members of the legislature, the Department will forward a copy of the URCC Procedural Guide to Applicants. The URCC guidelines will assist Applicants in submitting complete Project Applications by November 1, 2001. The Department shall study each nominated Project and, prior to April 1, 2002, shall submit to the Legislature a prioritized listing and comparative evaluation of all nominated Projects.

Following is the URCC Grant Program Process:

1. Following nomination of Competitive Projects by the Legislature, the Department evaluates all applications based on eligibility and ranking criteria.
2. The Department selects the Projects for funding and forwards the Project list to the Legislature.
3. The Legislature finalizes the list of projects and appropriates funds.
4. The Department informs the Applicants of approval or disapproval.
5. The Applicant receives instructions to initiate the grant award process from the Department.
6. The Department sends the Contract to the successful Grantee.
7. The Grantee returns a signed copy of the Contract to the Department.
8. ~~The Department returns a fully executed Contract to the Grantee. The Grantee may submit payment request for a 10% advance for Project planning. (See Payment Process, pg. 17)~~ The Grantee may ~~submit a payment~~ request for a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as plans, specifications, CEQA compliance and permits.
9. Grantee commences work on Project and may submit payment request up to 80% of Project Grant Amount. (See Payment Process, pg. 17)
10. Grantee posts 2000 Bond Act signs acknowledging the source of funds.

11. Grantee completes Project and submits Project completion package.
12. The Department Project Officer makes final on-site Project inspection.
13. The Department sends final payment.
14. The Department may perform an audit of completed Project.

IV.VI. PROJECT APPLICATION AND SELECTION PROCESS AND ADMINISTRATION PROCESS

Project Application Information and Support Documents

~~Members of the Legislature will submit nominations to the Department. Once the Department receives a nomination, the Department shall forward a Project Application to the nominee. The nominee shall return a completed Project Application to the Department by November 1, 2001.~~

~~Unless otherwise specified, The~~ Project Application ~~forms Package~~ shall consist of the following items:

- Project Application Form (See Appendix B, pg. 25)
- Authorizing Resolution from the Applicant's governing body (See Appendix A, pg. 22)
- Project Proposal Narrative
- At the time of application, the Applicant must provide, at a minimum, either ~~a~~ (1) a current notice of exemption filed with the county clerk, or (2) an current and complete initial study with a description of how the applicant will complete CEQA compliance.
- Evidence of adequate land tenure (lease, joint powers agreement, etc.). (See Appendix D, pg. 39)
- Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- ~~—Parcel Map (Acquisition Projects)~~
- ~~—Acquisition schedule (Acquisition Projects)~~
- Site plan (Development Projects).
- Cost estimate (Development Projects).
- Source of additional funds
- Required Permit or comments as applicable to the Project. Examples include:
 - ☐ State Lands Commission
 - ☐ San Francisco Bay Conservation and Development Commission (BCDC)
 - ☐ Regional Coastal Zone Protection Commission
 - ☐ Corps of Engineers
- ~~—All agreements associated with Project operation and maintenance.~~
- All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof.
- Articles of incorporation, if nonprofit Applicant
- Photos of Project site. (Optional)
- Applications shall be accompanied by certification from the Applicant's planning agency that the Project is consistent with the park and recreation element of the

city, county general plan, ~~the District park and recreation plan,~~ or the appropriate planning document, and will satisfy a high priority need.

~~Changes to Project Scope~~

~~A Grantee wishing to change the Project Scope of an approved Project shall submit the proposed change in writing to the Department for approval. For Competitive projects, the Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.~~

Project Proposal Narrative

A Project Proposal shall include a ~~narrative which~~narrative that shall be submitted with the Project Application. The narrative shall explain and must use the following major headings:

- Need for Project (50 points)
- Access (30 points)
- Project Readiness (20 points)

~~The Department shall use the information provided to evaluate which projects will receive grant funds.~~

~~Amount of Copies to Submit~~

~~The Applicant shall submit one copy of the Project Application for each Project.~~

~~Evaluation and Scoring Total~~

~~Applicants may score a maximum of 100 points based on the following:~~

The information provided in the Project proposal will permit the Department to evaluate competing grant proposals. In addition to striving for objectivity and uniformity while using ranking criteria, the Department will make every effort to ensure an equitable and geographic spread of Grant funds throughout the State of California.

Please provide a written proposal answering each of the following questions or statements as they pertain to your Project. Please cite studies, reports or other data that support your Application.

Need for Project (50 Points)

Describe how the Project will interpret one or more important California historical, cultural, economic, technological, or resource theme in a major region of California.

~~(Higher priority shall be assigned to Projects whose themes are not interpreted in any existing museum, or have demonstrable deficiencies in their presentation in an existing museum.)~~

- Describe the deficiency of similar opportunities in the Project area.
- Describe any partnerships with non-profit groups, public or governmental agencies, and attach letters of support if the Project is supported by these entities.

Access (30 Points)

Describe how the Project meets the following criteria:

- ~~Is the~~ Describe how the Project ~~Project is~~ closely related geographically to the resources, activity, structure, place, or collection of objects to be interpreted? ~~and are close to population centers and access routes?~~
- ~~Is the Project in, or close to, population centers or are adjacent to, or readily served by, a state highway or other mode of public transportation?~~
- Describe how the Project is in, or close to population centers and/or how the public will have access to the Project using streets and highways, public transportation, non-motorized trails or routes of travel and other access routes.

Project Readiness (20 Points)

- Describe ~~the~~ commitments for the Project, ~~or the serious likelihood of commitments,~~ of funds or the donation of land or other property suitable for the Project.
- Describe any additional support for the Project (including, but not limited to outside funding, donated materials, volunteer labor).
- Discuss how soon the Project can begin after the funds become available.

~~Project Application Review~~

~~After the close of the application period, November 1, 2001, Departmental staff will evaluate applications and assign scores. Based on the resulting scores, the Projects will be funded in order of ranking, with the highest ranked proposals having funding priority. In addition to striving for objectivity and uniformity in applying the scoring criteria, the Department will make every effort to ensure a geographic distribution of grant funds. The decision of the Department is final.~~

Selection

A list of Projects selected for funding will be submitted to the Legislature. The grant funds are anticipated to be included in the 2002/2003-state budget.

Note: Authority Cited: Section 5003, [Public Resources Code](#). References: Section 5096.340(c)(1), (3), (4) and (5), [Public Resources Code](#).

~~V.VII.~~ ADMINISTRATION PROCESS

Changes to Project Scope

The Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

Payment Process

~~The following table illustrates the grant fund payment process for eligible Projects:~~

Eligible Costs

Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

<u>COST</u>	<u>EXPLANATION</u>	<u>EXAMPLES</u>
<u>Non-Construction Costs</u>	<ul style="list-style-type: none"> Costs incurred after the date of Appropriation, including planning, <u>appraisals</u> and negotiations. 	<ul style="list-style-type: none"> <u>CEQA Compliance</u> <u>Construction plans</u> <u>Appraisals</u>
<u>Personnel or Employee Services</u>	<ul style="list-style-type: none"> Must be computed according to Grantee's prevailing wage or salary scales. Must be computed on actual time spent on Project Must not exceed Grantee's established rates for similar positions. 	<ul style="list-style-type: none"> <u>Wages and benefits.</u> <u>Work performed by another section/department in agency</u>
<u>Consultant Services</u>	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project. Consultants must be paid in compliance with the Grantee's customary method and rate. No consultant fee shall be paid to Grantee's own employees without prior approval. 	<ul style="list-style-type: none"> <u>Costs paid to consultants necessary for the Project.</u>
<u>Construction</u>	<ul style="list-style-type: none"> All necessary construction activities. 	<ul style="list-style-type: none"> <u>Facility Development</u> <u>Inspection and Construction Management</u>
<u>Construction Equipment</u>	<ul style="list-style-type: none"> Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes. Grantee may use the California Department of Transportation's equipment rental rates as a guide. Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage. Equipment use charges must be made in accordance with Grantee's normal accounting practices. Grantee must describe the work performed, the hours used, and related use to Project. 	<ul style="list-style-type: none"> <u>Rental equipment</u> <u>Leased equipment</u> <u>Purchased equipment</u>
<u>Fixed Equipment</u>	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility. 	<ul style="list-style-type: none"> <u>Picnic Tables</u> <u>Play Equipment</u> <u>Signs/interpretive aids</u>
<u>Construction Supplies/Materials</u>	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those Grantee would pay. Costs may be capitalized according to Grantee's policy. Grantee may only claim those costs reasonably attributable to Project. 	<ul style="list-style-type: none"> <u>Materials such as concrete, wood, etc.</u> <u>Supplies such as hammers, nails.</u>
<u>Relocation Costs</u>	<ul style="list-style-type: none"> Costs resulting in displacement of person/business. Grantee shall comply with State Relocation Act requirements. (Chapter 16, Section 7260, Government Code) 	<ul style="list-style-type: none"> <u>See Chapter 16, Section 7260, State Government Code.</u>
<u>Miscellaneous</u>	<ul style="list-style-type: none"> All Project-related costs. 	<ul style="list-style-type: none"> <u>Communications expenses</u> <u>Insurance</u> <u>Transportation costs</u> <u>Signs/interpretive aids</u>

Payment Process

The following table illustrates the grant fund payment process for eligible Projects:

DEVELOPMENT PROJECT
<ul style="list-style-type: none">The Grantee may submit a request for a 10% advance of the total Project Grant aAmount <u>as specified in the approved Application to be spent on costs such as plans, specifications, CEQA compliance and permits.</u>On proof of award of a construction contract or commencement of construction by force account, a Grantee may request up to 80% of the total rant amount, or the actual cost, whichever is less.The Grantee may request up to 80% of the Project Grant Amount <u>as specified in the approved Application, either when construction has commenced, or after the construction contract is awarded and issued a Notice to Proceed.</u>After completion of the Project, the Grantee submits support materials (See Appendix E) and requests final payment. <u>(See Appendix E, pg. 38)</u>

Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form. (See Appendix D, pg. 39 38).

Grantees should allow four to six weeks to receive payment after submitting a completed Payment Request Form to the Department. ~~When completing the Payment Request Forms, Grantees submit a payment request form,~~ all figures should be rounded to the nearest dollar.

~~Grantees should allow four to six weeks to receive payment after submitting a completed payment request form.~~

Eligible Costs

All costs shall be consistent with the authorizing legislation. The following are eligible costs:

COST	EXPLANATION	EXAMPLES	
Preliminary Costs	—Costs incurred after the date of Appropriation including planning and negotiations.	—Construction plans	
Personnel or Employee Services	—Must be computed according to Grantee's prevailing wage or salary scales. —Must be computed on actual time spent on Project —Must not exceed Grantee's established rates for similar positions.	—Vacation/sick leave —Social Security contributions —Overtime —Work performed by another section/department in agency	
Consultant Services	—Consultants must be paid in compliance with the Grantee's customary method and rate. —No consultant fee shall be paid to Grantee's own employees without prior approval.	—Costs paid to consultants necessary for the Project.	
Construction	—All necessary construction activities.	—Site preparation/grading —Demolition/excavation —Structural completion	
Construction Equipment	—The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes. —Grantees may use the California Department of Transportation's equipment rental rates as a guide. —Charges to be made in accordance with Grantee's regular practices. —Project must describe the work performed, the hours used, related use to Project.	—Rental equipment —Leased equipment —Purchased equipment —Grantee must credit purchased equipment's residual market value to Project costs on Project completion.	
Fixed Equipment	—Equipment affixed permanently to Project facility.	—Affixed Sound System —Solar Panels	
Construction Supplies/Materials	—May be purchased for specific Project, or may be drawn from central stock, if claimed costs are no higher than those Grantee would pay. —When purchased with intention of structure or partial-structure construction, costs may be capitalized according to Grantee's average policy. —If capitalized, Grantee may only claim those costs reasonably attributable to Project.	—Materials such as concrete, wood, etc. —Supplies such as hammers, nails.	
Relocation Costs	—Grantee must credit purchased equipment's residual market value to Project costs on Project completion. —Must comply with State Relocation Act requirements.	—See Chapter 16, Section 7260, <u>State Government Code</u> .	
Miscellaneous	—Expenses that are not typically associated with building materials and supplies.	—Communications expenses —Insurance —Transportation costs —Signs/interpretive aids	

~~Funds Returned to the Department~~

~~Any income and/or interest earned from the Project shall be returned to the Department unless the income and/or interest is used for additional Project costs.~~

~~Additionally, unless spent, the grant amount shall be reduced by the amount of the income and/or interest earned.~~

Interest Earned From An Advance

Any interest earned from Project an advance shall be returned to the Department unless it is used for Project costs.

Loss of Funding

The following actions may result in a Grantee's loss of funding:

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete all funded Projects and/or fails to submit all documentation within eight years from the date of Appropriation of program funds.

~~Site Visits~~

~~The Grantee shall permit periodic site visits by the Department to determine if the work performed is in accordance with the approved Project Scope.~~

Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of property and/or facilities acquired and developed utilizing 2000 Parks Bond Act funds to determine if the work performed is in accordance with the approved Project Scope.

~~Project Completion~~

~~Upon Project completion, the Grantee submits the Project completion packet. (See Appendix E)~~

~~Final Inspection~~

~~The Grantee shall permit the Department to make a final inspection upon Project completion.~~

Public Access

The Grantee shall provide for public access, in accordance with the intent and provisions of the enabling legislation and/or program.

Project Completion

Upon Project completion, the Grantee submits the final Payment Request, final Project costs, and Project Certification form, which is included in the Project Completion pPackage. (See Appendix E, pg. ~~42~~ 41)

~~Loss of Funding~~

~~The following actions may result in a Grantee's loss of funding:~~

- ~~—A Grantee fails to obtain a Contract within 3 years of Appropriation of URCC grant funds.~~
- ~~—A Grantee withdraws from the grant program.~~
- ~~—A Grantee fails to complete the Project and submit all documentation within 8 years of Appropriation of Program funds.~~

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.340, [Public Resources Code](#).

VIII. STATE AUDIT

Audit Purpose

Projects are subject to audit by the Department for three years following the final payment of grant funds. ~~Grantees selected for audit shall be notified in writing at least 30 days in advance.~~ The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which funds were granted. ~~Upon 30 days' written notice, t~~The Grantee shall have the Project records, including the source documents and cancelled ~~checks~~warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project, to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

Accounting Requirements

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

Records Retention

Projects are subject to audit by the Department for three years following the final payment of grant funds. All Project records must be retained for at least one year following an audit.

~~A GRANTEE MUST KEEP ACCURATE RECORDS OF ALL EXPENDITURES TO AVOID AN UNFAVORABLE AUDIT.~~

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.340, [Public Resources Code](#)

~~VII.~~IX. APPENDICES

APPENDIX A SAMPLE RESOLUTION

SAMPLE RESOLUTION

Resolution No: _____

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
APPROVING THE APPLICATION FOR GRANT FUNDS FOR URBAN
RECREATIONAL AND CULTURAL CENTERS, MUSEUMS, AND FACILITIES FOR
WILDLIFE EDUCATION OR ENVIRONMENTAL EDUCATION PROGRAM UNDER
THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND
COASTAL PROTECTION BOND ACT OF 2000**

(Project)

~~WHEREAS, the Legislature and Governor of the State of California have approved a grant for the Project shown above; and~~

~~WHEREAS the people of the State of California have enacted the **Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife Education or Environmental Education Program** which provides funds for cities, counties, nonprofit organizations and federally recognized California Indian Tribes; and~~

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the Program and grant Project shown above, setting up necessary procedures; and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the Grantee will enter into a Contract with the State of California for subject Project(s);

NOW, THEREFORE, BE IT RESOLVED that the _____
(GRANTEE)

1. Approves the filing of an application for local assistance funds from the **Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife or Environmental Education Grant Program** under the **Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000**; and
- ~~2. Certifies that Grantee understands the assurances and certification in the application form; and~~
3. Certifies that Grantee has or will have sufficient funds to operate and maintain the Project(s); and
4. Certifies that Grantee has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Project(s).

Approved and Adopted on the _____ day of _____, 20__.

(Resolution, continued)

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by (Governing Body) following a roll call vote:

Ayes

Noes

Absent

(Clerk)

APPENDIX B - PROJECT APPLICATION

|

State of California – The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION
BOND ACT OF 2000 PROGRAM
 URBAN RECREATIONAL, AND CULTURAL CENTERS, MUSEUMS, AND FACILITIES FOR WILDLIFE
 EDUCATION OR ENVIRONMENTAL EDUCATION PROGRAM

Project Application

This Form and Required Attachments Must Be Submitted for Each Project Site

<u>PROJECT NAME</u>	<u>AMOUNT OF GRANT REQUESTED</u>	
	\$	
	<u>Estimated TOTAL PROJECT COST</u>	
	\$	
<u>Grant Applicant (Agency and address incl. Zip code)</u>	<u>COUNTY</u>	<u>NEAREST CITY</u>
	<u>PROJECT ADDRESS</u>	
	<u>NEAREST CROSS STREET</u>	
	<u>SENATE DISTRICT NO.</u>	<u>ASSEMBLY DISTRICT NO.</u>

<u>Grant Applicant's Representative Authorized in Resolution</u>		
<u>Name (type)</u>	<u>Title</u>	<u>Phone</u>
<u>Person with day-to-day responsibility for project (if different from authorized representative)</u>		
<u>Name (type)</u>	<u>Title</u>	<u>Phone</u>

<u>Brief description of project</u>

<u>For Dev. Projects Land Tenure – Project is: _____ acres</u>	
<u>_____ Acres owned in fee simple by Grant Applicant</u>	
<u>_____ Acres available under a _____ year lease</u>	
<u>_____ Acres other interest (explain) _____</u>	
<u>I certify that the information contained in this project application form and application requirements is accurate.</u>	
Signed _____	<u>Date</u>
<u>Grant Applicant's Authorized Representative as shown in Resolution</u>	
<u>I further certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning documents, as the case may be, and will satisfy a high priority need.</u>	
_____ <u>Grant Applicant's Authorized Planning Agency Representative</u>	<u>Date</u>

Application Requirements

All State requirements must be met and a fully executed Contract signed before any funds will be disbursed. An audit may be performed before or after final payment.

An Application for grant funds consists of one copy each of the following:

1. Application Form.
2. Sample Resolution Authoring resolution from Applicant's governing body.
- ~~2-3.~~ At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the applicant will comply with CEQA.
- ~~3-4.~~ Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project.
- ~~4-5.~~ Evidence of adequate land tenure (lease, joint powers agreement, etc.).
6. Site plan (development projects).
- ~~8-7.~~ Cost Estimate (development projects).
- ~~10-8.~~ Source of Additional Funds.
9. Required Permit or comments as applicable to the Project. Examples include:
 - State Lands Commission
 - San Francisco Bay Conservation and Development Commission (BCDC)
 - Regional Coastal Zone Protection Commission
 - Corps of Engineers
- ~~11-10.~~ All leases, agreements, etc., affecting project lands or the operation and maintenance thereof.
- ~~12-11.~~ Photos of project site (optional).

APPENDIX C - GRANT CONTRACT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
GRANT CONTRACT

**Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife Education
or Environmental Education Program**
Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection and Act of 2000

GRANT RECIPIENT _____

THE PROJECT PERFORMANCE PERIOD is from the _____ through _____.

PROJECT DESCRIPTION:

Total State Grant not to exceed \$ _____

Grant Recipient

By _____
(Signature of Authorized Representative)

Title _____

Date _____

By _____

Title _____

Date _____

*The General Provisions attached are made
a part of and incorporated into the Contract.*

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

AMOUNT OF ESTIMATE		CONTRACT NUMBER	PROJECT NO.	FUND		
\$						
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				
\$						
ADJ. DECREASING ENCUMBRANCE		ITEM CALSTARS VENDOR NO.				
\$						
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				T.B.A. No.	B.R. No.	
SIGNATURE OF ACCOUNTING OFFICER				DATE		
▶						

Grant Contract
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
- ~~2. The term "Acquisition" means the Acquisition from a willing seller of a fee interest or any other interest, including easements and development rights, in real property from a willing seller.~~
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the California State Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.

5. Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. For competitive Projects, changes in the Project Scope must be approved in writing by the State and must meet the exact, same need described in the original Project Application.
7. Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
8. Pursuant to guidelines issued by the Secretary of the Resources Agency, all recipients of funding shall post signs acknowledging the source of funds ~~(See Appendix G)~~.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land as determined by the State that is held by the Grantee.
10. Grantee shall maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.
- ~~11. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.~~
- ~~12.~~11. The Application shall be accompanied by certification from the Grantees' planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, ~~the District park and recreation plan,~~ or appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Development, the State may disburse to Grantee the grant monies as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
 - a. Up to a ten percent advance of the ~~total~~ Project Grant amount.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant ~~a~~Amount, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit written Project reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities ~~acquired or~~ developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place monies in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between Grantee and State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and

quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ~~a~~ Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate

records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property ~~acquired or~~ developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property ~~acquired or~~ developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

~~APPENDIX C - PROJECT APPLICATION FORM~~

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

APPLICATION FORM
Urban Recreational and Cultural Centers, Museums, and Facilities for Wildlife or
Environmental Education Grant Program
under the
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond
Act of 2000

PROJECT NAME	GRANT AMOUNT \$	
	ESTIMATED TOTAL PROJECT COST	
	(State Grant and other funds) \$	
GRANTEE (Agency and address including zip code)	COUNTY	NEAREST CITY
	PROJECT ADDRESS	
	NEAREST CROSS STREET	
	SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.

Grantee's Representative Authorized in Resolution

Name (type)	Title	Phone
-------------	-------	-------

Person with day-day responsibility for Project (if different from authorized representative)

Name (type)	Title	Phone
-------------	-------	-------

Brief description of Project

For Dev. Projects Land Tenure — Project is: _____ acres:	For Acquisition Projects Projects will be _____ acres
_____ Acres owned in fee simple by Grant Applicant	_____ Acquired in fee simple by Grant Applicant
_____ Acres available under a _____ year lease	_____ Acquired in other than fee simple (explain) _____
_____ Acres other interest (explain) _____	

I certify that the information contained in this Project application form, including required attachments, is accurate.

Signed _____
_____ Grantee's Authorized Representative as shown in Resolution _____
_____ Date _____

IMPORTANT POINTS

~~All State requirements must be met and a Contract signed before any funds will be disbursed.~~

~~An audit may be performed before or after final payment.~~

~~An Application for grant funds consists of one copy of each of the following:~~

- ~~1. Application Form~~
- ~~2. Authorizing Resolution from governing body. (Appendix A)~~
- ~~3. Evidence of compliance with CEQA.~~
- ~~4. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.~~
- ~~5. Evidence of adequate land tenure (lease, joint powers agreement, etc.).~~
- ~~6. Site plan (Development Projects).~~
- ~~7. Cost estimate (Development Projects).~~
- ~~8. Indication of amount, type and source of funds above grant provided by Grantee.~~
- ~~9. Required Permits~~
- ~~10. All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof.~~
- ~~11. Articles of incorporation if nonprofit Applicant.~~

APPENDIX D - PAYMENT REQUEST FORM

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PAYMENT REQUEST
State Grant Programs**

See Instructions on reverse

1. PROJECT NUMBER

2. CONTRACT NUMBER

____ -- ____ -- ____

3. GRANTEE

4. PROJECT TITLE

5. TYPE OF PAYMENT

☐
Advance

☐
Reimbursement

☐
Final

6. PAYMENT INFORMATION (ROUND ALL FIGURES TO THE NEAREST DOLLAR)

a. Grant Project Amount \$ _____

b. Funds Received To Date
\$ _____

c. Available (a. minus b.)
\$ _____

d. Amount Of This Request

e. Remaining Funds After This Payment (c. minus d.) \$ _____

7. SEND WARRANT TO

GRANTEE NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

ATTENTION

8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

TITLE

DATE

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ONLY

PAYMENT APPROVAL SIGNATURE

DATE

DPR 212 (Rev.2/91) (Front)

SEE INSTRUCTIONS ON REVERSE

PAYMENT INSTRUCTIONS

One Payment Request Form must be submitted for each grant Project

The following instructions are keyed to corresponding items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project.
2. CONTRACT NUMBER -- As shown in Certification of Funding section of the Project Contract.
3. GRANTEE -- GRANTEE name as shown on the Project Contract.
4. PROJECT TITLE -- Title of Project for which payment is requested.
5. TYPE OF PAYMENT -- Check appropriate box.
6. PAYMENT INFORMATION
 - (a) Grant Project Amount -- The amount of state grant funds allocated to this Project.
 - (b) Funds Received to Date -- Total amount already received for this Project.
 - (c) Available -- (a. minus b.)
 - (d) Amount of This Payment Request -- Amount that is being requested.
 - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO – Grantee name, address and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

APPENDIX E - PROJECT COMPLETION PACKAGE

PROJECT COMPLETION PACKAGE STATE PARK GRANT PROGRAMS

This ~~packet~~ package will assist in the preparation of documents necessary to complete State grant Projects. Any questions should be directed to your Project ~~o~~Officer.

- ~~1. READ ALL MATERIALS IN THIS PACKET. Share it with individuals who will be preparing the financial documents.~~
- ~~2. Use this packet for all State grant programs. Make copies of the forms as needed.~~
- ~~3. FORMS: The forms in this packet have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.~~
- ~~4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION. A Project is considered complete upon receipt of final grant payment from the State.~~

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. READ ALL FORMS. Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant programs. Make copies of the forms as needed.
3. FORMS: The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION, AND AT LEAST ONE YEAR FOLLOWING AN AUDIT . A Project is considered complete upon receipt of final grant payment from the State.
5. The specific State grant program procedural guide provides further information on Project administration.

PROJECT COMPLETION PACKAGE CHECKLIST

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

REQUIRED:

1. Payment Request Form (attached) – One copy of the payment request form, DPR 212, signed by authorized representative.
2. Project Certification Form (attached) – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form (attached) – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (i.e. construction contract, fencing materials) and amount.

IF APPLICABLE:

4. Labor Costs Summary Form (attached) – Summarize any in-house labor costs charged to the Project; the summary should note the location of source documentation to verify the summary (i.e., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form (attached) – include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (i.e., Department of Transportation standards).

PROJECT CERTIFICATION FORM

GRANTEE:_____ PROJECT NUMBER:_____

GRANTEE CONTACT FOR AUDIT PURPOSES NAME:_____

ADDRESS:_____

PHONE:(_____)_____

PROJECT DESCRIPTION – List facilities developed: ~~and/or property acquired:~~ |

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$_____

HAS A NOTICE OF COMPLETION BEEN FILED? YES____ NO____

IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee Fiscal Representative, Title

Date

PROJECT COSTS SUMMARY FORM

Project Number_____

WARRANT Number	Date	Recipient	Purpose	Amount	
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Total labor Costs (from attached form)	\$_____
Total Equipment Costs (from attached form)	\$_____

Grand Total \$_____

LABOR COSTS SUMMARY FORM

Project Number_____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount	
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(Carry Total forward to Project Costs Summary Form) Total \$_____

EQUIPMENT COSTS SUMMARY FORM

Project Number_____

Type of Equipment	Dates	Work Performed	Amount
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(Carry Total forward to Project Costs Summary Form) Total \$_____

APPENDIX F - LAND TENURE SCALE

Minimum Land Tenure Requirements for Property Held in Less Than Fee Title

PURPOSE

~~Applicants must certify to the Department that they have adequate control of, and tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, less than fee title, or other long term interest in the property.~~

~~If the applicant does not have ownership of the property, applicant agrees to retain the property in public recreation use for a time commensurate with the amount of funds provided by the Department. A lease or other short-term agreement cannot be revocable at will by the lessor.~~

~~The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.~~

BACKGROUND

~~As stated in the 2000 Bond Act:~~

~~If a grant applicant does not have fee title to the lands, the applicant shall demonstrate to the satisfaction of the Department that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land that is held by the applicant.~~

~~The 2000 Bond Act requires that a grantee must agree in writing to the following two conditions:~~

- ~~(1) To maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of project and the proportion of state funds and local matching funds or property allocated to the capital costs of the project. With the approval of the Department, the grantee or, the grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section.~~
- ~~(2) To use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.~~

TIME SCALE

~~If the grantee has less than fee title, the Department requires that the grantee agree to use the property for public recreation use according to the time scale given below:~~

- ~~—For funds up to \$100,000 requires at least 5 years of Land Tenure and Public Recreation Operation~~

- ~~—From \$100,001 up to \$200,000 requires at least 10 years of Land Tenure and Public Recreation Operation~~
- ~~—From \$200,001 up to \$500,000 requires at least 15 years of Land Tenure and Public Recreation Operation~~
- ~~—From \$500,001 up to \$1,000,000 requires at least 20 years of Land Tenure and Public Recreation Operation~~
- ~~—Over \$1,000,000 requires at least 25 years of Land Tenure and Public Recreation Operation~~
- ~~—Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation~~
- ~~—Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation~~

Example

~~*A project for the construction or renovation of a playground is funded for \$205,000. According to the scale, the required land tenure is 15 years. After 10 years, the local agency responsible for the playground decides, or is caused by law, to remove the playground. It is permissible to do so, provided the property remains in recreational use (e.g. a tennis court), and is maintained and operated until at least 20 years have passed. Non-recreational use is not allowed (e.g. a police station).*~~

~~*Authority cited: Section 5003, Public Resources Code*~~

~~*Reference: Sections 5096.342(b), 5096.343, Public Resources Code*~~

Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the

capital costs of the Project (See time scale below). With the approval of the Department, the Grantee or, the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short term agreement can not be revocable at will by the lessor.

- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

TIME SCALE

The Department requires that the Grantee agree to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Authority cited: Section 5003, Public Resources Code. Reference: Sections 5096.342(b), 5096.343, Public Resources Code

APPENDIX G - SIGN GUIDELINES

SIGN GUIDELINES

Authority

~~All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” (2000 Bond Act) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.~~

Purpose

~~To inform the public that the 2000 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar Projects.~~

~~For the purposes of the sign guidelines only, all Projects are divided into Tier I and Tier II Projects.~~

~~—Tier I: Projects using less than \$750,000 of Parks or Water Bond Act funds.~~

~~—Tier II: Projects using more than \$750,000 of Parks or Water Bond Act funds and/or Projects situated in areas of high public visibility. (such as near a freeway intersection).~~

~~—Archaeological sites are excluded.~~

Minimum Requirements: Tier 1

~~—The universal logo must be mounted in an area to maximize visibility and durability.~~

~~—The logo must be a minimum of 2'x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.~~

~~—The logo must be posted no later than Project completion.~~

~~A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.~~

Minimum Requirements: Tier II

~~Two signs are required per Project, one during construction and one upon Project completion.~~

A. Sign while under construction

~~The sign will contain the logo and the following language:~~

~~(Description of Project)~~

~~Another Project to improve California parks (coast, trails, urban parks, watersheds, etc.)
funded by the 2000 Parks Bond Act~~

~~Gray Davis, Governor~~

~~B. Project Completion Sign (does not apply to Acquisition Projects) —~~

~~Upon completion of all Tier II Projects, a sign will be posted that includes the logo
(minimum 2' X 2') and the following wording:~~

~~————— (Description of Project)~~

~~Another Project to improve California parks (coast, trails, urban parks, watersheds, etc.)
funded by the 2000 Parks Bond Act~~

~~*The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act
of 2000 (the Villaraigosa-Keeley Act.) (optional)*~~

~~————— Director of State Department~~

~~*Mary Nichols, Secretary for Resources*~~

~~Gray Davis, Governor~~

~~The name of the director of the local agency or other governing body may also be
added. The sign may also include the names (and/or logos) of other partners,
organizations, individuals and elected representatives as deemed appropriate by those
involved in the Project.~~

~~Universal Logo~~

~~All signs will contain a universal logo (a copy is attached) which will be equated with the
2000 Bond Act statewide. The logo will be on a template, available through the Internet
(www._____) and on disk. A disk can be requested from the Project Officer at no cost.~~

~~Sign Construction:~~

~~All materials used shall be durable and able to resist the elements and graffiti. State
Parks and CalTrans standards can be used as a guide for gauge of metal, quality of
paints used, mounting specifications, etc.~~

~~Sign Duration:~~

~~The goal is to have Project signs in place for a lengthy period of time, preferably a
minimum of 2 years for Tier I Project signs and 4 years minimum for Tier II Projects
signs.~~

Sign Cost:

~~The cost of the sign(s) is an eligible Project cost. Applicants should consider potential replacement costs as well. More durable signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.~~

Appropriateness of Signs:

~~For Projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the Project Officer in consultation with the Applicant may authorize a sign that is tasteful and appropriate to the Project in question. Alternate signage must be immediately recognizable as a Parks/Water Bond 2000 sign.~~

~~Authority cited: Section 5003, Public Resources Code. Reference: Section 5096.309, Public Resources Code~~

SIGN GUIDELINES

Authority

All Projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (2000 Bond Act) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

Purpose:

Installation of signs at all Project sites is required to acknowledge the public's support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

Types of Signs

1) Signs posted during construction (required for specific situations)

For Projects funded with 2000 Park Bond Act funds in excess of \$750,000 and/or those Project in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

2) Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Recommended minimum size of sign: 4.5 feet x 7.5 feet

Language for Sign

All signs will contain the minimum language below:

(Description of Project)

Another Project to Improve California Parks *(optional: coast, trails, urban parks, etc)* **funded by the 2000 Parks Bond Act**
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

Rusty Arieas, Director California Department of Park and Recreation

Mary Nichols, Secretary for Resources

Gray Davis, Governor

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project Officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction:

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration:

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost:

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions:

The Grantee should consult with the Project Officer to resolve any sign issues.

Following is a sample logo:



Authority cited: Section 5003, *Public Resources Code*. Reference: Section 5096.309, *Public Resources Code*.